LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL REAL ESTATE

**BROKER (“Broker”)**

1. OFFICE ADDRESS

CITY STATE ZIP

1. **SELLER(S) NAME(S)** (“**Seller**”)
2. SELLER(S) MAILING ADDRESS

CITY STATE ZIP

1. PHONE# FAX# EMAIL
2. Seller gives permission for the Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed herein.
3. EXCLUSIVE RIGHT TO SELL - In consideration of Broker’s agreement to list and to use Broker’s effort to find a purchaser for the property described below, the undersigned Seller hereby gives Broker, the SOLE AND EXCLUSIVE RIGHT TO SELL the following described property (the “Property”) on the terms and conditions herein set forth:

# **PROPERTY** **LISTING PRICE $**

Address

Municipality (city, borough, township)

County School District

Zoning Present Use

Identification (Tax ID #; Parcel #: Lot, Block; Deed Book, Page. Recording Date)

# **TERM -** THE TIME PERIOD (TERM) OF THIS LISTING CONTRACT HAS BEEN DETERMINED SOLELY AS THE RESULT OF NEGOTIATIONS BETWEEN THE BROKER AND SELLER, AND NO OTHER PARTY HAS ESTABLISHED OR RECOMMENDED THE TERM OF THIS CONTRACT.

## By law, the term of a Listing Contract may not exceed one (1) year. If the termination date written in this Listing Contract creates a term that is longer that one (1) year, the ending date is limited to a period that does not exceed one (1) year

## Starting Date: This Contract starts when signed by Broker and Seller, unless otherwise stated here:

## Ending Date: This Contract ends on

# **LIMITED AGENCY AUTHORIZATION** Seller agrees that Broker may also represent the buyer(s) of the Property. The Broker is a LIMITED AGENT when representing both Seller and the buyer in the sale of a property.

☐ **Not Applicable** (if so, skip to Paragraph 4)

☐ **Applicable** (if so, see below)

1. Description of real estate transaction or types of real estate transactions for which Broker will serve as a limited agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Seller is advised that in serving as a limited agent, Broker represents parties who have different or adverse interests.
3. Broker, as limited agent, shall not disclose the following without the written and informed consent of the parties to the real estate transaction:

### Any material or confidential information, except material facts or risks actually known by Broker concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the parties to the transaction.

### That a buyer will pay more than the offered purchase price for the property.

### That Seller will accept less than the listed price for the property.

### What motivates a party to sell or buy the Property.

### Any other terms that would create a contractual advantage for one party over another party.

1. Further, parties agree that no knowledge or information will be imputed between any party and Broker or among licensees.
2. Seller acknowledges the above Limited Agency Authorization terms have been read and understood. Seller understands that Seller, along with any other party, does not have to agree to Broker serving as a limited agent, but voluntarily gives informed consent to limited agency and waives any claims against Broker arising from Broker's role as a limited agent.

# **BROKER'S COMPENSATION** - Unless otherwise agreed in a Homeowner Benefit Agreement (“HBA”) executed by Seller, Seller will pay a commission to the Broker (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Broker, participates in the sale of the Property (“Cooperating Broker”), then Broker shall receive an amount equal to six percent (6%) of the total sales price for the Property or $\_\_\_\_\_, whichever is greater (the “Broker’s Commission”). In the event there is a Cooperating Broker involved in the transaction, then Broker shall receive an amount equal to three percent (3%) of the total sales price for the Property or $\_\_\_\_\_, whichever is greater (the “Broker’s Commission”). The Broker’s Commission shall be paid to Broker no later than the date of closing specified in the sales contract. Closing is not a prerequisite for the Commission being earned by Broker.

# **COOPERATION WITH OTHER BROKERS -** Licensee has explained Broker's company policies about cooperating with other brokers, including Broker's office policy is to cooperate with all brokers who, in addition to Broker, participate in the sale of the Property (e.g., a transaction licensee for the buyer), except when not in Seller's best interest. Where there is a Cooperating Broker involved, Seller has determined, in his or her sole discretion, that the amount of commission indicated below will be offered to the Cooperating Broker, which amount shall be paid by Seller (“Cooperator’s Commission”):

## ☐ **represents Seller (SUBAGENT)**. Broker will pay \_\_\_\_\_\_\_\_\_\_ of/from the sale price.

## ☐ **represents the buyer (BUYER'S AGENT)**. Broker will pay \_\_\_\_\_\_\_\_\_\_ of/from the sale price.

**A Buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.**

Broker will pay of/from the sale price.

C. ☐ **does not represent either Seller or a buyer (TRANSACTION LICENSEE).**

Broker will pay of/from the sale price.

# **PAYMENT OF BROKER'S COMPENSATION**

## **Seller will pay Broker's Fee if Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's salespersons, Seller, or by any other person or broker, at the listed price or any price acceptable to Seller.**

## Seller will pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller.

## Seller will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale.

## Seller will pay Broker's Fee for a sale that occurs after the Ending Date of this Contract IF:

### The sale occurs within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Ending Date, AND

### The buyer was shown or negotiated to buy the Property during the term of this contract, AND

### The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

## If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy the Property because of failing to do all the things required of the buyer in the agreement of sale (buyer default), Seller will pay Broker \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of/from buyer's deposit monies, OR the **Broker's Compensation** in Paragraph 4. whichever is less.

## If the Property or any part of it is taken by any government for public use (Eminent Domain), Seller will pay Broker's Fee from any money paid by the government.

## If a sale occurs. Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract. Broker's Fee will be paid upon the execution of the installment contract.

H. **Administrative Fee**: In addition to the commission paid by Seller pursuant to Paragraph 4, Seller agrees to pay an administrative fee in the amount of $500 to Broker, payable at closing.

# **DUTIES OF BROKER AND SELLER**

## Broker is acting as a Seller's Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.

## Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.

## All showings, negotiations and discussions about the sale of the Property will be done by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.

## If the Property, or any part of it, is rented. Seller will give any leases to Broker before signing this Contract. If any leases are oral. Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.

## Seller will not enter into or renew any leases during the term of this Contract without first giving notice to Broker.

# **BROKER'S SERVICE TO BUYER**

Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: deed/document preparation: ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance; construction; repair; or inspection services. Broker will disclose to Seller if any fees are to be paid by Buyer.

# **BROKER NOT RESPONSIBLE FOR DAMAGES**

Seller agrees that Broker and Broker's salespersons are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is directly caused by Broker or Broker's salespersons.

# **DEPOSIT MONEY**

## Broker, or any person Seller and the buyer name in the agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed or the agreement of sale is terminated. If held by Broker, this escrow account will be held as required by real estate licensing laws and regulations. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.

## If Seller joins Broker or Licensee in a lawsuit for the return of deposit monies, Seller will pay Broker's and Licensee's attorneys' fees and costs.

# **OTHER PROPERTIES**

Seller agrees that Broker may list other properties for sale and that Broker may show other properties to prospective buyers.

# **CONFLICT OF INTEREST**

A conflict of interest is when Broker or Licensee has a financial or personal interest where Broker or Licensee cannot put Seller's interests before any other. If Broker. Licensee, or any of Broker's salespeople has a conflict of interest. Broker will notify Seller in a timely mariner.

# **PUBLICATION OF SALE PRICE**

Seller is aware that the Multiple Listing Service (MLS), newspapers, and other media may publish the final sale price of the Property after settlement.

# **SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS**

## Seller will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

(1) is a possible danger to those living on the Property, or

(2) has a significant, adverse effect on the value of the Property.

The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

## If Seller fails to disclose known material defects and/or environmental hazards:

### Seller will not hold Broker or Licensee responsible in any way:

### Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result:

### Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

Notwithstanding the foregoing. Unless exempt, Seller shall truthfully complete and sign a Seller’s Residential Real Estate Sales Disclosure, as described in Paragraph 20, concerning the condition of the Property. Seller shall update the Seller’s Residential Real Estate Sales Disclosure as necessary pursuant to IC 32-21-5.

# **IF PROPERTY WAS BUILT BEFORE 1978**

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled Protect Your Family From Lead in Your Home. The seller also must tell the buyer and the broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold and complete the Disclosure of Information on Lead-Based Paint Hazards in accordance with Federal Regulations. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property. where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection. the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

# **NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING**

Federal and state laws make it illegal for a seller, a broker. or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older). NATIONAL ORIGIN. USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

# **ADDITIONAL OFFERS**

Unless prohibited by Seller, if Broker is asked by a buyer or cooperating broker about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee identified in this Contract, by another Licensee working with Broker, or by a cooperating Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

# **TRANSFER OF THIS CONTRACT**

## Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker when:

### Broker stops doing business, OR

### Broker forms a new real estate business, OR

### Broker joins his business with another.

Seller agrees that Broker may transfer this Contract to another broker. Broker will notify Seller immediately in writing when a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this Contract with the new broker.

## Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all owners will follow the requirements of this Contract.

1. **AGENCY DISCLOSURE FORM:** Seller acknowledges that it has received a copy of the “Real Estate Agency Disclosure and Election” Form, which is attached hereto as Exhibit A, and has reviewed it with the Broker.
2. **SELLER'S DISCLOSURE FORM:** Seller acknowledges that it has received a copy of the "Seller's Residential Real Estate Sales Disclosure" Form, which is attached hereto as Exhibit B, and has reviewed and completed it with the Broker.

# **HOMEOWNER BENEFIT AGREEMENT (“HBA”).** Seller and the Broker acknowledge that this Agreement is being entered into pursuant to the HBA entered into by and between Seller and MV Realty of Indiana, LLC, an Indiana limited liability company. Seller and the Broker agree that the HBA is (i) remains in full force and effect, and (ii) shall survive the expiration or earlier termination of this Agreement. In the event of any conflict between the terms of the HBA and the terms of this Agreement, the terms of the HBA shall govern. This Agreement will not be binding on the Broker unless and until it is signed by a duly authorized officer and/or broker of the Broker.

# **NO OTHER CONTRACTS**

Seller will not enter into another listing contract with another broker that begins before the Ending Date of this Contract.

# **GOVERNING LAW**

This Agreement shall be governed under the laws located in the State of Indiana.

# **DISPUTE RESOLUTION**

Any and all disputes, claims, or controversies whatsoever between Seller and Broker, whether based on contract, tort, or any other legal right to claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration as stated in the HBA, which arbitration provisions are hereby incorporated by reference. Notwithstanding anything else in this Agreement, in the event of any dispute, claim or controversy between the Parties, Broker shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens. Broker’s filing of such judicial action shall not constitute a waiver of the Parties’ right under this Agreement to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times.

# **ENTIRE CONTRACT**

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

# **CHANGES TO THIS CONTRACT**

All changes to this Contract must be in writing and signed by Broker and Seller.

# **COPYRIGHT**

In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller understands that the toms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

# **MARKETING OF PROPERTY**

## Where permitted, Broker, at Broker's option, may use: ☐ For sale sign ☒ Sold sign ☐ Key in office ☐ Lock box ☐ Print /electronic advertising, including photographs ☐ Property address in print/electronic advertising.

## Broker ☐ will ☐ will not use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and salespersons. Seller agrees that Broker. Licensee, and the MLS are not responsible for mistakes in the MLS and/or advertising of the Property.

# **ITEMS INCLUDED/NOT INCLUDED IN THE PRICE OF THE PROPERTY**

## INCLUDED in the sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; unpotted shrubbery, plantings, and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; sump pumps; storage sheds; mailboxes; wall to wall carpeting; existing window screens; storm windows and screen/storm doors; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances; and the range/oven, unless otherwise stated. Also included:

## LEASED items (not owned by seller):

## EXCLUDED fixtures and items:

ADDITIONAL INFORMATION (OPTIONAL)

# **TITLE & POSSESSION**

## Seller will give possession of Property to a buyer at settlement, or on

## At settlement. Seller will give full rights of ownership (fee simple) to a buyer except as follows:

### Mineral Rights Agreements:

### Other:

## Seller has:

☐ Mortgage with: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount of balance $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_ Acct. #:\_\_\_\_\_\_\_\_\_\_\_\_

☐ Equity Loan with: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount of balance $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_ Acct. #:\_\_\_\_\_\_\_\_\_\_\_\_

☐ Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).

## Seller has: ☐ Judgments ☐ Municipal Assessment ☐ Past Due Taxes ☐ Other:

$ $ $ $

# **TAXES, UTILITIES, & ASSOCIATION FEES**

## At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: \_\_\_\_\_\_\_\_\_\_

## Real Estate Property Tax Assessment $\_\_\_\_\_\_\_\_\_\_ Yearly Taxes $\_\_\_\_\_\_\_\_\_\_ Wage/Income Tax $ \_\_\_\_\_\_\_\_\_ Per Capita Tax $\_\_\_\_\_\_\_\_\_\_

## Estimated Utilities (trash. water, sewer, electric, gas, oil, etc.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Association Fees $\_\_\_\_\_\_\_\_\_\_ Include:\_\_\_\_\_\_\_\_\_\_

# **COMMON INTEREST COMMUNITY**. The Property \_\_\_\_\_\_\_\_ is –OR– \_\_\_\_\_\_\_\_ is not subject to special government assessments such as SID and LID. If yes, please complete the following:

Balance remaining: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **BUYER FINANCING.** Seller will accept the following arrangements for buyer to pay for the Property:

☐ Cash ☐ Conventional mortgage ☐ FHA mortgage ☐ VA mortgage
☐ Seller's help to buyer (if any):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Remainder of page intentionally left blank. Signatures on the following pages.]**

**Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed below.**

**Seller has read the entire Contract before signing. All Sellers must sign this Contract.**

**Return by facsimile (FAX) constitutes acceptance of this Contract.**

**NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT AN ATTORNEY.**

**SELLER'S MAILING ADDRESS**:

**PHONE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **FAX**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **E-MAIL**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER’S SIGNATURE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SELLER’S NAME PRINTED** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER’S SIGNATURE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SELLER’S NAME PRINTED** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BROKER (Company Name)**

**AGENT’S NAME PRINTED** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGENT SIGNATURE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE**

|  |
| --- |
| **For Broker Use Only:**Brokerage File/Log No. \_\_\_\_\_\_ Manager's Initials \_\_\_\_ Broker's Initials \_\_\_\_ Date \_\_\_\_\_ \_ |

Exhibit A

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

[Attached on the following pages.]

Exhibit B

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

[Attached on the following pages.]